

1 2. On August 24, 2007, I spoke with counsel for Plaintiff Dr.
2 VIOLETTA ETTARE ("Plaintiff" or "Dr. Ettare"), Christopher Cooke of Cooke Kobrick &
3 Wu LLP, and requested that Plaintiff stipulate to proceeding with this matter in
4 arbitration. Mr. Cooke indicated he would consider my proposal.

5 3. On August 28, 2007, I provided Mr. Cooke with one of Dr. Ettare's
6 signed client agreements containing an arbitration clause. I again suggested the parties
7 proceed with this matter in arbitration.

8 4. Later that day, Mr. Cooke responded to my email correspondence
9 and stated that he would confer with Plaintiff regarding stipulating to arbitration.

10 5. On August 29, 2007, I sent a further email to Mr. Cooke presenting
11 the benefits of proceeding with all parties in a single forum.

12 6. On August 30, 2007, I engaged in an email exchange with counsel for
13 all parties wherein defense counsel provided Mr. Cooke with information regarding the
14 arbitration agreements signed by Plaintiff and again requested Plaintiff stipulate to
15 binding arbitration. Mr. Cooke promptly responded that he would consider the
16 information, but he ultimately did not agree to stipulate to arbitration.

17 7. On September 6, 2007, counsel for all parties again engaged in
18 multiple email exchanges wherein defense counsel reiterated their request that Plaintiff
19 stipulate to binding arbitration.

20 8. On September 17, 2007, Mr. Cooke informed counsel for all
21 Defendants via email that he was inclined to recommend Plaintiff stipulate to
22 arbitration with Defendants Wachovia and Mr. Wieland, but that Plaintiff would make
23 no final decisions regarding arbitration until after this Court ruled on Plaintiff's Motion
24 to Remand the case to Superior Court.

25 9. In the following months, my associate, Audette Paul Morales, and
26 my senior paralegal, Lois S. Kallet, provided Mr. Cooke with additional copies of
27 Plaintiff's signed new account applications and client agreements and Ms. Morales again
28 requested Plaintiff stipulate to arbitration. I was copied on all such correspondence.

1 10. As of the date of this Declaration, Plaintiff has not agreed to proceed
2 with this matter in binding arbitration.

3 Executed this 5th day of March, 2008, at Long Beach, California.

4 I declare under penalty of perjury under the laws of the State of California
5 that the foregoing is true and correct.

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7 _____
8 TERRY ROSS
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Attorneys for Defendants
WACHOVIA SECURITIES, LLC and MARK WIELAND

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

VIOLETTA ETTARE,) Case No.: C-07-4429-JW (PVT)
)
Plaintiff,)
)
vs.) **[PROPOSED] ORDER GRANTING**
) **DEFENDANTS WACHOVIA**
) **SECURITIES, LLC AND MARK**
) **WIELAND'S MOTION TO COMPEL**
) **ARBITRATION AND STAY**
) **PROCEEDINGS**
JOSEPH E. BARATTA, an individual,)
TBIG FINANCIAL SERVICES, INC., form)
of business unknown, WACHOVIA)
SECURITIES, LLC, a Delaware Limited)
Liability Company, MARK WIELAND, an)
individual, and DOES 1-25,)
)
Defendants.)
)
Date: Monday, May 5, 2008
Time: 9:00 a.m.
Place: Courtroom 8, 4th Floor

On Monday, May 5, 2008, at 9:00 a.m., Defendants WACHOVIA SECURITIES, LLC and MARK WIELAND's (collectively, "Defendants") Motion to Compel Arbitration and Stay Proceedings (the "Motion") came on hearing before this Court. Keesal, Young & Logan appeared for Defendants. _____ appeared for Defendants JOSEPH E. BARATTA and TBIG FINANCIAL SERVICES, INC. _____ appeared for Plaintiff Dr. VIOLETTA ETTARE

1 ("Plaintiff").

2 Having considered the papers filed in support of and in opposition to
3 Defendants' Motion and the arguments of the parties, this Court hereby rules as follows:

4 Pursuant to the evidence presented to the Court and specifically the
5 agreements signed by Plaintiff containing arbitration clauses which the Court finds are
6 binding on Plaintiff, Plaintiff shall submit all claims against Defendants to binding
7 arbitration before the Financial Industry Regulatory Authority ("FINRA").

8 Further, the entire Federal Court action shall be stayed pending arbitration
9 proceedings pursuant to the Federal Arbitration Act, 9 U.S.C. § 3. This Court shall
10 retain personal and subject matter jurisdiction to enforce the terms of the arbitration
11 agreement and to confirm, correct or vacate any arbitration award rendered.

12 IT IS SO ORDERED.

13
14
15 DATED: _____, 2008

JUDGE JAMES WARE